

11663-22  
RECORDATION NO. 11663-22

CRAVATH, SWAINE & MOORE AUG -4 1981 -3 15 PM

ONE CHASE MANHATTAN PLAZA

INTERSTATE COMMERCE COMMISSION

NEW YORK, N. Y. 10005

212 HANOVER 2-3000

TELEX

RCA 233663

WUD 125547

WUI 620976

CABLE ADDRESSES

CRAVATH, N. Y.

CRAVATH, PARIS

CRAVATH, LONDON E. C. 2

RALPH L. McAFEE  
HENRY W. DEKOSMIAN  
ALLEN F. MAULSBY  
STEWART R. BROSS, JR.  
HENRY P. RIORDAN  
JOHN R. HUPPER  
SAMUEL C. BUTLER  
WILLIAM J. SCHRENK, JR.  
BENJAMIN F. CRANE  
FRANCIS F. RANDOLPH, JR.  
JOHN F. HUNT  
GEORGE J. GILLESPIE, III  
RICHARD S. SIMMONS  
WAYNE E. CHAPMAN  
THOMAS D. BARR  
MELVIN L. BEDRICK  
GEORGE T. LOWY  
ROBERT ROSENMAN  
JAMES H. DUFFY  
ALAN J. HRUSKA  
JOHN E. YOUNG  
JAMES M. EDWARDS  
DAVID O. ORMSBY  
DAVID L. SCHWARTZ  
RICHARD J. HIEGEL

FREDERICK A. O. SCHWARZ, JR.  
CHRISTINE BESHAR  
ROBERT S. RIFKIND  
DAVID BOIES  
DAVID O. BROWNWOOD  
PAUL M. DODYK  
RICHARD M. ALLEN  
THOMAS R. BROME  
ROBERT D. JOFFE  
ROBERT F. MULLEN  
ALLEN FINKELSON  
RONALD S. ROLFE  
JOSEPH R. SAHID  
PAUL C. SAUNDERS  
MARTIN L. SENZEL  
DOUGLAS D. BROADWATER  
ALAN C. STEPHENSON  
RICHARD L. HOFFMAN  
JOSEPH A. MULLINS  
MAX R. SHULMAN  
WILLIAM P. DICKEY  
STUART W. GOLD  
JOHN W. WHITE  
JOHN E. BEERBOWER

MAURICE T. MOORE  
CARLYLE E. MAW

ROSWELL L. GILPATRIC  
ALBERT R. CONNELLY  
L. R. BRESLIN, JR.  
GEORGE S. TURNER  
FRANK H. DETWEILER  
GEORGE G. TYLER  
JOHN H. MORSE  
HAROLD R. MEDINA, JR.  
CHARLES R. LINTON  
WILLIAM B. MARSHALL  
ROYALL VICTOR  
ALLEN H. MERRILL

4, PLACE DE LA CONCORDE  
75008 PARIS, FRANCE  
TELEPHONE: 265-81-54  
TELEX: 290530  
33 THROMMORTON STREET  
LONDON, EC2N 2BR, ENGLAND  
TELEPHONE 1-606-1421  
TELEX: 8814901

11663-22  
AUG 4 1981  
20-00  
NO Washington, D.C.

*Cream Covers*

*See Second Page for Cross-Indexing* July 27, 1981

The Chesapeake and Ohio Railway Company  
Reconstruction and Conditional Sale Financing  
Dated as of March 15, 1980

*This is  
This one is  
under  
11663  
but I  
is not  
I mean the  
last letter*

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, enclosed for filing and recordation on behalf of the Chesapeake and Ohio Railway Company are counterparts of an Amendment Agreement No. 3 dated as of July 15, 1981, between The Chesapeake and Ohio Railway Company, Mercantile-Safe Deposit and Trust Company, as Agent, and The Connecticut Bank and Trust Company, as Trustee, amending the following documents:

(a) a Lease of Railroad Equipment dated as of March 1, 1980, between The Chesapeake and Ohio Railway Company and The Connecticut Bank and Trust Company, as Trustee, filed under Recordation No. 11663-B on April 10, 1980; and

(b) a Lease Assignment dated as of March 15, 1980; between The Connecticut Bank and Trust Company, as Trustee, and Mercantile-Safe Deposit and Trust Company, filed under Recordation No. 11663-C on April 10, 1980.

The addresses of the parties to the above documents are:

The Chesapeake and Ohio Railway Company  
100 North Charles Street  
Baltimore, Maryland 21201.


*Chesapeake  
John H. Morse*

Mercantile-Safe Deposit and Trust Company  
Two Hopkins Plaza  
Baltimore, Maryland 21203

The Connecticut Bank and Trust Company  
One Constitution Plaza  
Hartford, Connecticut 06115.

Please file and record the Amendment Agreement No. 3  
and index it under the names of the above parties.

The Amendment Agreement No. 3 adjusts the Casualty  
and Rental Values in the above referenced document.

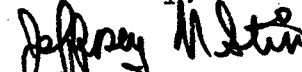
 Please cross index it under the party's name which  
appears below:

CSX Corporation  
100 North Charles Street  
Baltimore, Maryland 21201.

Enclosed also is our check in the amount of \$20 for  
the required recordation fee and cross indexing. Please stamp  
all copies of the enclosed document with your recordation  
number, retain one copy for your files and return the remaining  
copies to me.

Thank you for your assistance.

Sincerely,



Jeffrey M. Stein

As Agent for The Chesapeake and  
Ohio Railroad Company

Ms. Agatha Mergenovich,  
Interstate Commerce Commission,  
Washington, D. C. 20423

Encls.

AUG - 4 1981 - 3 15 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT No. 3 dated as of July 15, 1981, between THE CHESAPEAKE AND OHIO RAILWAY COMPANY (the "Lessee"), and THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity but solely as trustee (the "Lessor") under a Trust Agreement dated as of March 15, 1980, with GENERAL ELECTRIC CREDIT CORPORATION and CONNELL RICE & SUGAR CO., INC., (CONNELL LEASING COMPANY DIVISION) (the "Owners").

[CS&amp;M Ref. 2043-981]

The Lessee and the Lessor have entered into a Lease of Railroad Equipment dated as of March 15, 1980, (the "Lease"), which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on April 10, 1980, under recordation number 11663-B.

In accordance with Section 2 of the Lease, the Lessee and the Lessor have agreed to adjust the rentals and the Casualty Values payable thereunder as follows:

1. The number "14.19997240" in line 7 of the first paragraph of Section 2 of the Lease is hereby deleted and the number "14.52644937" is hereby substituted therefor.

2. The number "17.35460602" in line 10 of the first paragraph of Section 2 of the Lease is hereby deleted and the number "17.75454922" is hereby substituted therefor.

3. Schedule B to the Lease is hereby deleted and Exhibit 1 attached to this Amendment is hereby substituted therefor.

4. Except as amended hereby, the Lease shall continue in full force and effect and any reference to the Lease in any agreement contemplated thereby shall mean the Lease as amended hereby.

5. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument.

6. The Lessee shall cause this Amendment to be filed with the Interstate Commerce Commission pursuant to

49 U.S.C. § 11303.

7. All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by duly authorized officers as of the date first set forth above.

THE CHESAPEAKE AND OHIO  
RAILWAY COMPANY,

by

L.C. Smith  
Assistant Vice President  
and Treasurer

[Corporate Seal]

Attest:

Patricia J. Kinadey  
Corporate Secretary

APPROVED  
AS TO FORM

THE CONNECTICUT BANK AND TRUST  
COMPANY, not in its individual  
capacity, but solely as Trustee,

by

[Corporate Seal]

Attest:

STATE OF OHIO,           )  
                                   ) ss.:  
 COUNTY OF CUYAHOGA,)

On this 18TH day of July 1981, before me personally appeared L. C. ROIG, JR., to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President and Treasurer of THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

[Notarial Seal]

My Commission expires

Clara Masuga  
 Notary Public  
**CLARA MASUGA, Notary Public**  
 State of Ohio - Cuyahoga County  
 My Commission Expires April 21, 1984

STATE OF CONNECTICUT,)  
                                   ) ss.:  
 COUNTY OF HARTFORD, )

On this        day of        1981, before me personally appeared       , to me personally known, who, being by me duly sworn, says that he is        of THE CONNECTICUT BANK AND TRUST COMPANY, a Connecticut banking corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

\_\_\_\_\_  
 Notary Public

[Notarial Seal]

My Commission expires

## EXHIBIT I TO AMENDMENT

Lease of Railroad Equipment

## SCHEDULE B

Casualty Value Percentages ScheduleTable 1

<u>Casualty Payment Date</u>	<u>Percentage of Purchase Price</u>
02/01/81	100.8885
06/30/81	106.2318
06/30/82	103.7019
06/30/83	100.2179
06/30/84	95.8324
06/30/85	90.6002
06/30/86	84.4048
06/30/87	74.1071
06/30/88	62.5233
06/30/89	49.7304
06/30/90	35.5606
06/30/91 (and for any applicable period including any storage period, thereafter)	20.0000

Table 2

The Percentages set forth in Table 1 of this Schedule B have been computed without regard to recapture of the investment tax credit (as referred to in Section 15 relating to certain tax indemnities). Consequently, the Casualty Value of any Unit suffering a Casualty Occurrence on or before the third, fifth or seventh anniversary of the date of delivery and acceptance of such Unit shall be increased by the applicable percentage of the Reconstruction Cost set forth below:

<u>Anniversary of Delivery and Acceptance</u>	<u>Percentage of Reconstruction Cost</u>
Third	19.2308
Fifth	12.8206
Seventh	6.4103

Consent of Vendor

The Vendor hereby consents to the foregoing  
Amendment Agreement No. 3 and hereby authorizes the Lessor  
to execute and deliver said Amendment.

MERCANTILE-SAFE DEPOSIT  
TRUST COMPANY,

by  
\_\_\_\_\_

Consent of Owners

The Owners hereby consent to the foregoing Amendment Agreement No. 3 and hereby authorize the Lessor to execute and deliver said Amendment.

GENERAL ELECTRIC CREDIT CORPORATION,

by \_\_\_\_\_

CONNELL RICE & SUGAR CO., INC.  
(Connell Leasing Company Division),

by \_\_\_\_\_



AMENDMENT AGREEMENT No. 3 dated as of July 15, 1981, between THE CHESAPEAKE AND OHIO RAILWAY COMPANY (the "Lessee"), and THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity but solely as trustee (the "Lessor") under a Trust Agreement dated as of March 15, 1980, with GENERAL ELECTRIC CREDIT CORPORATION and CONNELL RICE & SUGAR CO., INC., (CONNELL LEASING COMPANY DIVISION) (the "Owners").

[CS&M Ref. 2043-981]

The Lessee and the Lessor have entered into a Lease of Railroad Equipment dated as of March 15, 1980, (the "Lease"), which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on April 10, 1980, under recordation number 11663-B.

In accordance with Section 2 of the Lease, the Lessee and the Lessor have agreed to adjust the rentals and the Casualty Values payable thereunder as follows:

1. The number "14.19997240" in line 7 of the first paragraph of Section 2 of the Lease is hereby deleted and the number "14.52644937" is hereby substituted therefor.

2. The number "17.35460602" in line 10 of the first paragraph of Section 2 of the Lease is hereby deleted and the number "17.75454922" is hereby substituted therefor.

3. Schedule B to the Lease is hereby deleted and Exhibit 1 attached to this Amendment is hereby substituted therefor.

4. Except as amended hereby, the Lease shall continue in full force and effect and any reference to the Lease in any agreement contemplated thereby shall mean the Lease as amended hereby.

5. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument.

6. The Lessee shall cause this Amendment to be filed with the Interstate Commerce Commission pursuant to

49 U.S.C. § 11303.

7. All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by duly authorized officers as of the date first set forth above.

THE CHESAPEAKE AND OHIO  
RAILWAY COMPANY,

by

Assistant Vice President  
and Treasurer

[Corporate Seal]

Attest:

Corporate Secretary

THE CONNECTICUT BANK AND TRUST  
COMPANY, not in its individual  
capacity, but solely as Trustee,

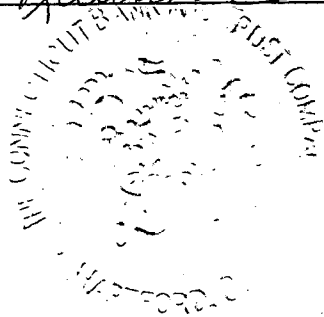
by

*[Signature]*

[Corporate Seal]

Attest:

*V. Knepper*



STATE OF OHIO,           )  
                                   ) ss.:  
 COUNTY OF CUYAHOGA,)

On this           day of           1981, before me personally appeared           , to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President and Treasurer of THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

\_\_\_\_\_  
 Notary Public

[Notarial Seal]

My Commission expires

STATE OF CONNECTICUT,)  
                                   ) ss.:  
 COUNTY OF HARTFORD, )

On this 23rd day of July 1981, before me personally appeared **F. W. KAWAM**, to me personally known, who, being by me duly sworn, says that he is **VICE PRESIDENT** of THE CONNECTICUT BANK AND TRUST COMPANY, a Connecticut banking corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

*Sherée M. Daniels*  
 \_\_\_\_\_  
 Notary Public

**SHEREE M. DANIELS**  
**NOTARY PUBLIC**

MY COMMISSION EXPIRES MARCH 31, 1985

[Notarial Seal]

My Commission expires

OFFICE OF THE  
ATTORNEY GENERAL  
STATE OF NEW YORK  
JAN 10 1900

## EXHIBIT I TO AMENDMENT

Lease of Railroad Equipment

## SCHEDULE B

Casualty Value Percentages ScheduleTable 1

<u>Casualty Payment Date</u>	<u>Percentage of Purchase Price</u>
02/01/81	100.8885
06/30/81	106.2318
06/30/82	103.7019
06/30/83	100.2179
06/30/84	95.8324
06/30/85	90.6002
06/30/86	84.4048
06/30/87	74.1071
06/30/88	62.5233
06/30/89	49.7304
06/30/90	35.5606
06/30/91 (and for any applicable period including any storage period, thereafter)	20.0000

Table 2

The Percentages set forth in Table 1 of this Schedule B have been computed without regard to recapture of the investment tax credit (as referred to in Section 15 relating to certain tax indemnities). Consequently, the Casualty Value of any Unit suffering a Casualty Occurrence on or before the third, fifth or seventh anniversary of the date of delivery and acceptance of such Unit shall be increased by the applicable percentage of the Reconstruction Cost set forth below:

<u>Anniversary of Delivery and Acceptance</u>	<u>Percentage of Reconstruction Cost</u>
Third	19.2308
Fifth	12.8206
Seventh	6.4103

Consent of Vendor

The Vendor hereby consents to the foregoing Amendment Agreement No. 3 and hereby authorizes the Lessor to execute and deliver said Amendment.

MERCANTILE-SAFE DEPOSIT  
TRUST COMPANY,

by

---

Consent of Owners

The Owners hereby consent to the foregoing Amendment Agreement No. 3 and hereby authorize the Lessor to execute and deliver said Amendment.

GENERAL ELECTRIC CREDIT CORPORATION,

by \_\_\_\_\_

CONNELL RICE & SUGAR CO., INC.  
(Connell Leasing Company Division),

by \_\_\_\_\_

AMENDMENT AGREEMENT No. 3 dated as of July 15, 1981, between THE CHESAPEAKE AND OHIO RAILWAY COMPANY (the "Lessee"), and THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity but solely as trustee (the "Lessor") under a Trust Agreement dated as of March 15, 1980, with GENERAL ELECTRIC CREDIT CORPORATION and CONNELL RICE & SUGAR CO., INC., (CONNELL LEASING COMPANY DIVISION) (the "Owners").

[CS&M Ref. 2043-981]

The Lessee and the Lessor have entered into a Lease of Railroad Equipment dated as of March 15, 1980, (the "Lease"), which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on April 10, 1980, under recordation number 11663-B.

In accordance with Section 2 of the Lease, the Lessee and the Lessor have agreed to adjust the rentals and the Casualty Values payable thereunder as follows:

1. The number "14.19997240" in line 7 of the first paragraph of Section 2 of the Lease is hereby deleted and the number "14.52644937" is hereby substituted therefor.

2. The number "17.35460602" in line 10 of the first paragraph of Section 2 of the Lease is hereby deleted and the number "17.75454922" is hereby substituted therefor.

3. Schedule B to the Lease is hereby deleted and Exhibit 1 attached to this Amendment is hereby substituted therefor.

4. Except as amended hereby, the Lease shall continue in full force and effect and any reference to the Lease in any agreement contemplated thereby shall mean the Lease as amended hereby.

5. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument.

6. The Lessee shall cause this Amendment to be filed with the Interstate Commerce Commission pursuant to



49 U.S.C. § 11303.

7. All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by duly authorized officers as of the date first set forth above.

THE CHESAPEAKE AND OHIO  
RAILWAY COMPANY,

by

Assistant Vice President  
and Treasurer

[Corporate Seal]

Attest:

Corporate Secretary

THE CONNECTICUT BANK AND TRUST  
COMPANY, not in its individual  
capacity, but solely as Trustee,

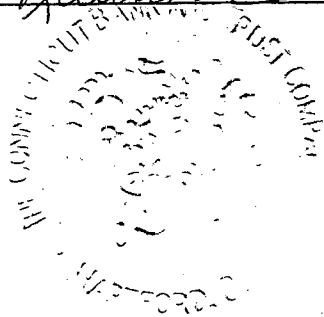
by

*F. L. ...*

[Corporate Seal]

Attest:

*V. K. ...*



STATE OF OHIO,           )  
                                   ) ss.:  
 COUNTY OF CUYAHOGA,)

On this           day of           1981, before me personally appeared           , to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President and Treasurer of THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

---

Notary Public

[Notarial Seal]

My Commission expires

STATE OF CONNECTICUT,)  
                                   ) ss.:  
 COUNTY OF HARTFORD, )

On this           day of           1981, before me personally appeared           , to me personally known, who, being by me duly sworn, says that he is           of THE CONNECTICUT BANK AND TRUST COMPANY, a Connecticut banking corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

---

Notary Public

[Notarial Seal]

My Commission expires

EXHIBIT I TO AMENDMENT

Lease of Railroad Equipment

SCHEDULE B

Casualty Value Percentages Schedule

Table 1

<u>Casualty Payment Date</u>	<u>Percentage of Purchase Price</u>
02/01/81	100.8885
06/30/81	106.2318
06/30/82	103.7019
06/30/83	100.2179
06/30/84	95.8324
06/30/85	90.6002
06/30/86	84.4048
06/30/87	74.1071
06/30/88	62.5233
06/30/89	49.7304
06/30/90	35.5606
06/30/91 (and for any applicable period including any storage period, thereafter)	20.0000

Table 2

The Percentages set forth in Table 1 of this Schedule B have been computed without regard to recapture of the investment tax credit (as referred to in Section 15 relating to certain tax indemnities). Consequently, the Casualty Value of any Unit suffering a Casualty Occurrence on or before the third, fifth or seventh anniversary of the date of delivery and acceptance of such Unit shall be increased by the applicable percentage of the Reconstruction Cost set forth below:

<u>Anniversary of Delivery and Acceptance</u>	<u>Percentage of Reconstruction Cost</u>
Third	19.2308
Fifth	12.8206
Seventh	6.4103

Consent of Vendor

The Vendor hereby consents to the foregoing Amendment Agreement No. 3 and hereby authorizes the Lessor to execute and deliver said Amendment.

MERCANTILE-SAFE DEPOSIT  
TRUST COMPANY,

by

  
\_\_\_\_\_  
ASSISTANT VICE PRESIDENT

Consent of Owners

The Owners hereby consent to the foregoing Amendment Agreement No. 3 and hereby authorize the Lessor to execute and deliver said Amendment.

GENERAL ELECTRIC CREDIT CORPORATION,

by \_\_\_\_\_

CONNELL RICE & SUGAR CO., INC.  
(Connell Leasing Company Division),

by \_\_\_\_\_

AMENDMENT AGREEMENT No. 3 dated as of July 15, 1981, between THE CHESAPEAKE AND OHIO RAILWAY COMPANY (the "Lessee"), and THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity but solely as trustee (the "Lessor") under a Trust Agreement dated as of March 15, 1980, with GENERAL ELECTRIC CREDIT CORPORATION and CONNELL RICE & SUGAR CO., INC., (CONNELL LEASING COMPANY DIVISION) (the "Owners").

[CS&M Ref. 2043-981]

The Lessee and the Lessor have entered into a Lease of Railroad Equipment dated as of March 15, 1980, (the "Lease"), which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on April 10, 1980, under recordation number 11663-B.

In accordance with Section 2 of the Lease, the Lessee and the Lessor have agreed to adjust the rentals and the Casualty Values payable thereunder as follows:

1. The number "14.19997240" in line 7 of the first paragraph of Section 2 of the Lease is hereby deleted and the number "14.52644937" is hereby substituted therefor.

2. The number "17.35460602" in line 10 of the first paragraph of Section 2 of the Lease is hereby deleted and the number "17.75454922" is hereby substituted therefor.

3. Schedule B to the Lease is hereby deleted and Exhibit 1 attached to this Amendment is hereby substituted therefor.

4. Except as amended hereby, the Lease shall continue in full force and effect and any reference to the Lease in any agreement contemplated thereby shall mean the Lease as amended hereby.

5. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument.

6. The Lessee shall cause this Amendment to be filed with the Interstate Commerce Commission pursuant to

49 U.S.C. § 11303.

7. All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by duly authorized officers as of the date first set forth above.

THE CHESAPEAKE AND OHIO  
RAILWAY COMPANY,

by

\_\_\_\_\_  
Assistant Vice President  
and Treasurer

[Corporate Seal]

Attest:

\_\_\_\_\_  
Corporate Secretary

THE CONNECTICUT BANK AND TRUST  
COMPANY, not in its individual  
capacity, but solely as Trustee,

by

\_\_\_\_\_

[Corporate Seal]

Attest:

\_\_\_\_\_

STATE OF OHIO,            )  
                              ) ss.:  
COUNTY OF CUYAHOGA,)

On this            day of            1981, before me personally  
appeared                               , to me personally known, who,  
being by me duly sworn, says that he is an Assistant Vice  
President and Treasurer of THE CHESAPEAKE AND OHIO RAILWAY  
COMPANY, a Virginia corporation, that one of the seals  
affixed to the foregoing instrument is the corporate seal of  
said Corporation, that said instrument was signed and sealed  
on behalf of said Corporation by authority of its Board of  
Directors and he acknowledged that the execution of the  
foregoing instrument was the free act and deed of said  
Corporation.

[Notarial Seal]

My Commission expires

\_\_\_\_\_  
Notary Public

STATE OF CONNECTICUT,)  
                              ) ss.:  
COUNTY OF HARTFORD, )

On this            day of            1981, before me personally  
appeared                               , to me personally known, who,  
being by me duly sworn, says that he is  
of THE CONNECTICUT BANK AND TRUST COMPANY, a Connecticut  
banking corporation, that one of the seals affixed to the  
foregoing instrument is the corporate seal of said Corpora-  
tion, that said instrument was signed and sealed on behalf of  
said Corporation by authority of its Board of Directors and  
he acknowledged that the execution of the foregoing instru-  
ment was the free act and deed of said Corporation.

[Notarial Seal]

My Commission expires

\_\_\_\_\_  
Notary Public



## EXHIBIT I TO AMENDMENT

Lease of Railroad Equipment

## SCHEDULE B

Casualty Value Percentages ScheduleTable 1

<u>Casualty Payment Date</u>	<u>Percentage of Purchase Price</u>
02/01/81	100.8885
06/30/81	106.2318
06/30/82	103.7019
06/30/83	100.2179
06/30/84	95.8324
06/30/85	90.6002
06/30/86	84.4048
06/30/87	74.1071
06/30/88	62.5233
06/30/89	49.7304
06/30/90	35.5606
06/30/91 (and for any applicable period including any storage period, thereafter)	20.0000

Table 2

The Percentages set forth in Table 1 of this Schedule B have been computed without regard to recapture of the investment tax credit (as referred to in Section 15 relating to certain tax indemnities). Consequently, the Casualty Value of any Unit suffering a Casualty Occurrence on or before the third, fifth or seventh anniversary of the date of delivery and acceptance of such Unit shall be increased by the applicable percentage of the Reconstruction Cost set forth below:

<u>Anniversary of Delivery and Acceptance</u>	<u>Percentage of Reconstruction Cost</u>
Third	19.2308
Fifth	12.8206
Seventh	6.4103

Consent of Vendor

The Vendor hereby consents to the foregoing  
Amendment Agreement No. 3 and hereby authorizes the Lessor  
to execute and deliver said Amendment.

MERCANTILE-SAFE DEPOSIT  
TRUST COMPANY,

by

---

Consent of Owners

The Owners hereby consent to the foregoing Amendment Agreement No. 3 and hereby authorize the Lessor to execute and deliver said Amendment.

GENERAL ELECTRIC CREDIT CORPORATION,

by

William R. Hammock

CONNELL RICE & SUGAR CO., INC.  
(Connell Leasing Company Division),

by

\_\_\_\_\_

AMENDMENT AGREEMENT No. 3 dated as of July 15, 1981, between THE CHESAPEAKE AND OHIO RAILWAY COMPANY (the "Lessee"), and THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity but solely as trustee (the "Lessor") under a Trust Agreement dated as of March 15, 1980, with GENERAL ELECTRIC CREDIT CORPORATION and CONNELL RICE & SUGAR CO., INC., (CONNELL LEASING COMPANY DIVISION) (the "Owners").

[CS&M Ref. 2043-981]

The Lessee and the Lessor have entered into a Lease of Railroad Equipment dated as of March 15, 1980, (the "Lease"), which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on April 10, 1980, under recordation number 11663-B.

In accordance with Section 2 of the Lease, the Lessee and the Lessor have agreed to adjust the rentals and the Casualty Values payable thereunder as follows:

1. The number "14.19997240" in line 7 of the first paragraph of Section 2 of the Lease is hereby deleted and the number "14.52644937" is hereby substituted therefor.

2. The number "17.35460602" in line 10 of the first paragraph of Section 2 of the Lease is hereby deleted and the number "17.75454922" is hereby substituted therefor.

3. Schedule B to the Lease is hereby deleted and Exhibit 1 attached to this Amendment is hereby substituted therefor.

4. Except as amended hereby, the Lease shall continue in full force and effect and any reference to the Lease in any agreement contemplated thereby shall mean the Lease as amended hereby.

5. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument.

6. The Lessee shall cause this Amendment to be filed with the Interstate Commerce Commission pursuant to

49 U.S.C. § 11303.

7. All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by duly authorized officers as of the date first set forth above.

THE CHESAPEAKE AND OHIO  
RAILWAY COMPANY,

by

\_\_\_\_\_  
Assistant Vice President  
and Treasurer

[Corporate Seal]

Attest:

\_\_\_\_\_  
Corporate Secretary

THE CONNECTICUT BANK AND TRUST  
COMPANY, not in its individual  
capacity, but solely as Trustee,

by

\_\_\_\_\_

[Corporate Seal]

Attest:

\_\_\_\_\_

STATE OF OHIO,           )  
                               ) ss.:  
 COUNTY OF CUYAHOGA,)

On this           day of           1981, before me personally appeared           , to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President and Treasurer of THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

---

Notary Public

[Notarial Seal]

My Commission expires

STATE OF CONNECTICUT,)  
                               ) ss.:  
 COUNTY OF HARTFORD, )

On this           day of           1981, before me personally appeared           , to me personally known, who, being by me duly sworn, says that he is           of THE CONNECTICUT BANK AND TRUST COMPANY, a Connecticut banking corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

---

Notary Public

[Notarial Seal]

My Commission expires

## EXHIBIT I TO AMENDMENT

Lease of Railroad Equipment

## SCHEDULE B

Casualty Value Percentages ScheduleTable 1

<u>Casualty Payment Date</u>	<u>Percentage of Purchase Price</u>
02/01/81	100.8885
06/30/81	106.2318
06/30/82	103.7019
06/30/83	100.2179
06/30/84	95.8324
06/30/85	90.6002
06/30/86	84.4048
06/30/87	74.1071
06/30/88	62.5233
06/30/89	49.7304
06/30/90	35.5606
06/30/91 (and for any applicable period including any storage period, thereafter)	20.0000

Table 2

The Percentages set forth in Table 1 of this Schedule B have been computed without regard to recapture of the investment tax credit (as referred to in Section 15 relating to certain tax indemnities). Consequently, the Casualty Value of any Unit suffering a Casualty Occurrence on or before the third, fifth or seventh anniversary of the date of delivery and acceptance of such Unit shall be increased by the applicable percentage of the Reconstruction Cost set forth below:

<u>Anniversary of Delivery and Acceptance</u>	<u>Percentage of Reconstruction Cost</u>
Third	19.2308
Fifth	12.8206
Seventh	6.4103

Consent of Vendor

The Vendor hereby consents to the foregoing  
Amendment Agreement No. 3 and hereby authorizes the Lessor  
to execute and deliver said Amendment.

MERCANTILE-SAFE DEPOSIT  
TRUST COMPANY,

by  
\_\_\_\_\_



Consent of Owners

The Owners hereby consent to the foregoing Amendment Agreement No. 3 and hereby authorize the Lessor to execute and deliver said Amendment.

GENERAL ELECTRIC CREDIT CORPORATION,

by \_\_\_\_\_

CONNELL RICE & SUGAR CO., INC.  
(Connell Leasing Company Division),

by  \_\_\_\_\_